

## **PROCEEDINGS OF THE BROWN COUNTY ADMINISTRATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Administration Committee** was held on Thursday, December 6, 2012 in Room 200 of the Northern Building, 305 East Walnut Street, Green Bay, Wisconsin.

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**Present:** Chair Fewell, Supervisor Steffen, Supervisor Moynihan (Ex Officio)

**Excused:** Supervisor De Wane, Supervisor Jamir, Supervisor Carpenter

**Also Present:** Brent Miller, Juliana Ruenzel, Molly Hillman, Supervisor Sieber, Lynn Vanden Langenberg, Kristen Hooker

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### **I. Call to Order.**

The meeting was called to order by Chair Steve Fewell at 5:00 p.m.

### **II. Approve/Modify Agenda.**

Motion made by Supervisor Steffen, seconded by Supervisor Moynihan to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

### **III. Approve/Modify Minutes of October 25, 2012.**

Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

### **Communications**

1. **Communication from Supervisor Sieber re: To have Information Services study how much it would cost and how long it would take to change county personnel's email address to a less complex formula. To have IS recommend a new formula for county personnel's email addresses. *Held from September meeting.***

Supervisor Sieber stated that he had received several options to this request from IS Director Hjalmsquist. A copy of this is attached. Sieber was hoping to proceed with the recommendation of Option 2 until the email addresses can be changed to a different format. The recommendation of IS is also that Option 2 be chosen until further research can be completed to determine the full need to edit/remove information, based on department, to accommodate the need to delist certain information. Choosing Option 2 as a starting point will enable the ability to determine the amount of editing required to meet each departments' listing needs. Once this is done, a complete solution with costs can be brought forward.

Motion made by Supervisor Steffen, seconded by Supervisor Moynihan to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

### **County Clerk**

2. **Budget Status Financial Reports for September & October, 2012.**

Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to receive and place on file Items 2 – 7. Vote taken. **MOTION CARRIED UNANIMOUSLY**

### **Treasurer**

3. **Budget Status Financial Reports for September & October, 2012.**

*See action at Item 2 above.*

4. **Treasurer's Financial Report for the Month of July, 2012.**

*See action at Item 2 above.*

5. **Treasurer's Financial Report for the Month of August, 2012.**

*See action at Item 2 above.*

6. **Treasurer's Financial Report for the Month of September, 2012.**

*See action at Item 2 above.*

7. **Treasurer's Report.**

*See action at Item 2 above.*

**Information Services**

8. **Budget Status Financial Reports for September & October, 2012.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

9. **Budget Adjustment Request (12-89): Transfer funds from unused regular earnings available due to vacancy savings to outlay to cover equipment for audio and video. *Held for one month.***

This budget adjustment would transfer funds from unused regular earnings available due to vacancy savings to outlay to cover equipment for audio and video. This project would allow audio and video capability of the Brown County standing committee meetings held in Room 200 of the Northern Building to bring government to its citizens on the County website.

**Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to suspend the rules and take Items 9 & 10 together. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to approve Items 9 & 10. Vote taken. MOTION CARRIED UNANIMOUSLY**

10. **RFP Project 1651 for Audio & Video Capture & Presentation Materials & Installation Services.**

*See action at Item 9.*

11. **Director's Report.**

**Motion made by Supervisor Steffen, seconded by Supervisor Moynihan to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Child Support**

12. **Budget Status Financial Report for October, 2012.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to receive and place on file Items 12 & 13. Vote taken. MOTION CARRIED UNANIMOUSLY**

13. **Director's Report.**

*See action at Item 12 above.*

**Corporation Counsel**

14. **Report on the renewal of and revision to the Inter-County Consortium Agreement between the Counties of the Bay Workforce Development Area in Wisconsin.**

Deputy Corporation Counsel Kristen Hooker provided the Committee with the old version of the Intercounty Consortium Agreement of the Lake Michigan and Northeastern Counties of Wisconsin as well as a revised version of the document, copies of which are attached.

Hooker provided background on this document and stated the Federal Workforce Investment Act provides federal funding to states for services that relate to job placement and providing training to get individuals placed in jobs. Anything that would be considered workforce development or job resources would typically be funded through federal funds that come out of the Workforce Investment Act. Hooker continued that the Workforce Investment Act, through the federal government, funnel funds through the state and the Governor of each state then has to appoint certain workforce development areas that consist of multiple counties. Brown County falls under the Bay Area Workforce Development area and consists of eleven counties. An agreement had been entered into a number of years ago and the agreement is a consortium of counties that make up the workforce development area. Under the State plan this is required by the Workforce Investment Act and these counties have to enter into an agreement that basically states what the obligations and duties are, how the funds have to be used and what they can do and cannot do. The consortium is overseen by a board called the LEO (local elected officials) Board that typically consists of the County Executive or Board Chair of each of the counties that make up the workforce development area.

Hooker continued that in July, 2012 the agreement that was governing how our funds were used under the Workforce Investment Act came up for renewal. Around that same time, Outagamie County (which was in a different consortium) decided they wanted to join the Bay Area Counties Consortium, however, there had been previous issues with Outagamie County and how they used their funds. An audit was done and it was determined that some \$4 million dollars of their funding had been used inappropriately. Following the audit and certain investigations being conducted, they were able to account for all of the money except \$300,000 and Outagamie is now responsible for that money as well as the other counties in that consortium.

Hooker noted that allowing Outagamie County to join was a choice the Governor makes, however, the LEO Board would be able to make a statement that they do not want Outagamie to join, but the ultimate decision lies with the Governor. In this case the Governor and LEO Board has voted to include Outagamie County in the Bay Area Counties Consortium and it became apparent that with Outagamie joining and their past history and the fact that all the counties are on the hook regardless of which county screws up when using the funds, Hooker felt a second look and some revisions to the agreement were appropriate to make it more protective of Brown County and the other counties in the consortium.

Hooker consulted with another attorney who represents Kewaunee County in this consortium and decided to make an agreement that is easier to understand and provides the LEO Board more guidance on what should be done and what the Workforce Development Board, which is the Board under the LEO Board, that does much of the actual administration of the funds should be doing. Bay Area Workforce Development Board does a lot of the actual administration of the funds and is the entity that will distribute funds to the Job Resource Center and other entities and Hooker wanted to make sure that there was more oversight by the LEO Board as to what the Bay Area Workforce Development Board was doing so that we could prevent any misappropriation. In addition, a decision was made to add some indemnification provisions that she felt would assist us as a single county if

there is a misappropriation and this agreement now reads that if funds are able to be tracked and the misappropriating County can be identified, then it would be that county solely that would be responsible as opposed to all the counties being responsible.

Additional insurance provisions were also added that would require all of the entities involved, including the Bay Area Workforce Development Board, for its Executive Director to get their own errors and omissions policy. That is basically what the new version spells out. Hooker stated that in addition to wanting to give extra protection to the County, when she first looked at the agreement she did not know much about it, so she went through the federal action, the state rules and all of the local entities and put it in a new version so that when it comes up again, the agreement is much easier to understand and determine what issues need to be addressed or what conflicts need to be taken care of. Hooker also noted that there is a provision that says anything Outagamie County did prior to joining this consortium would be Outagamie's responsibility so this consortium is not taking on any of that liability.

Steffen asked if this revised copy has been circulated among other consortium members and Hooker stated that it has been given to the Executive Director of the Bay Area Workforce Development Board who brought it to the LEO Board and all LEO members were happy with it and actually of benefit to Brown County is the fact that they are going to try to reimburse Brown County for Hooker's work on this project. Once the LEO Board approved of this document it was distributed to all other counties and they are currently putting it before their oversight committees and Boards for discussion and approval.

Hooker stated that a resolution with regard to this will be prepared for the full County Board meeting.

**Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to have a resolution created for full County Board for approval of new version of Inter County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin. Vote taken. MOTION CARRIED UNANIMOUSLY**

#### **Human Resources**

15. **Budget Status Financial Reports for September & October, 2012.**

**Motion made by Supervisor Steffen, seconded by Supervisor Moynihan to receive and place on file Items 15, 16, & 17. Vote taken. MOTION CARRIED UNANIMOUSLY**

16. **Activity Report for October, 2012.**

*See action at Item 15.*

17. **Director's Report.**

*See action at Item 15.*

#### **Department of Administration**

18. **Budget Status Financial Report for October, 2012.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

19. **Countywide Financial Analysis as of September, 2012.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

20. **2012 Budget Adjustment Log.**

**Motion made by Supervisor Steffen, seconded by Supervisor Moynihan to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

21. **Budget Adjustment Request (12-101): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund).**

This budget adjustment states that despite a generally higher, positive profile with the general public, the Museum did not generate the anticipated gate numbers hoped for in the first three quarters of 2012, in spite of a very solid exhibit schedule. Consequently a request is being made for a reallocation from the General Fund to cover projected 2012 revenue shortfall due to lower than anticipated Museum admissions revenue. In addition, a reallocation of salary savings to cover an unanticipated security deficit is being requested. This latter deficit is due to 1) more evening and off-hour events requiring security staff and 2) the fact that the newly redefined Guest Services Coordinator is helping Museum staff get the Altru software system operational which has required additional training on the part of front-line staff which translates into more hours required.

**Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

22. **Budget Adjustment Request (12-116): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund).**

This budget adjustment is a request to reallocate Parks expenses and adjust revenues to reflect year end projections. Overall expenses are expected to be \$13,000 under budget but transfer in revenues from Parks special revenue funds are expended to be \$20,000 less than budgeted. The net result is a projected shortfall of revenue under expenses of \$6,700, requiring a general fund transfer to cover the shortfall. The largest driver of this shortfall is health insurance expenses, which are running significantly over budget due to budget assumptions that did not completely materialize in 2012.

**Motion made by Supervisor Steffen, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

23. **Ordinance to Amend Sections 2.05(15) and 3.12 of the Brown County Code Entitled, Respectively, as "Committees of the County Board" and "Grant Application Approval".**

Grants Coordinator Molly Hillman stated that currently any time a department wishes to apply for a grant that comes outside of the budget process which happens often, the Code provides that all departments fill out the grant review and it has to go to the DOA for approval and then to the oversight committee and then to the County Board. There is a lot of tracking and paperwork involved in this procedure just for an application. Steffen agreed with this and stated that the Code policies and processes should not be slowing down the grant process as often time is of the essence in these situations. Miller agreed and stated that the time to apply for grants is no longer as long as it used to be. Fewell felt this was a way to create efficiency and was in favor of it. Hillman responded that it was their desire to allow the Administration and the County Board to concentrate and focus efforts on grants that are actually awarded, and not the ones that are applied for and do not end up being received.

**Motion made by Supervisor Steffen, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

24. Ordinance re: Creating Section 3.35 of the Brown County Code Entitled "Purchasing Ordinance". *Held for one month.*

Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to hold one month. Vote taken.  
MOTION CARRIED UNANIMOUSLY

25. Director's Report.

Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Closed Session:

26. Convene in Closed Session for discussion and possible action regarding an Offer to Purchase from Cardinal Capital Management, Inc., and/or its Assigns, approximately eight acres of Brown County owned land (part of a larger parcel known as Parcel # 21-283 and #21-282) pursuant to Wis. Stat. § 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."

Motion made by Supervisor Steffen, seconded by Supervisor Moynihan to enter into closed session at 5:20 p.m. Roll Call: Steffen, Moynihan, Fewell.

Motion made by Supervisor Steffen, seconded by Supervisor Moynihan to return to open session at 5:54 p.m. Roll Call: Steffen, Moynihan, Fewell.

Other

27. Audit of bills.

Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to pay the bills. Vote taken. MOTION CARRIED UNANIMOUSLY

28. Such other matters as authorized by law.  
 a) Discussion regarding December Meeting Date.

29. Adjourn.

Motion made by Supervisor Moynihan, seconded by Supervisor Steffen to adjourn at 5:55 p.m. Vote taken.  
MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Therese Giannunzio  
 Recording Secretary

## **E-Mail Addressing for Brown County**

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### **Reason for Request**

A request was made by Brown County Supervisor Sieber to investigate the cost and time needed to change the County Personnel email addresses to a less complex formula. The current email address format is lastname\_firstname+middleinitial@co.brown.wi.us (i.e. Hjalmquist\_ds@co.brown.wi.us). The request was made due to the difficulty in determining a Brown County employee's email address if the middle initial or other information is not known. Currently a searchable staff directory to find an individual employee does not exist.

### **Financial/Funding**

To be determined based on discussion at the Board Supervisors level and appropriate budget funding.

### **Options**

There are four options available for design:

1. Create Aliases for each employee
2. Create a Searchable Document (i.e. PDF file)
3. Implement a searchable staff directory based on requirements
4. Do Nothing

### **Note:**

Our current domain extension (co.brown.wi.us) is not changeable as this was the standard setup based on State of Wisconsin/Federal Government for domain listings. However, we do own browncountywi.gov that could be used as an extension. In addition, we have researched other domain extensions and found browncounty.org, browncounty.com, browncounty.net, and browncounty.us are already registered. We did find that brown.gov, browncowi.gov, browncounty.gov are still available and could be registered by us for a small annual fee (\$125 per site). It was found there are at least two other "Brown" counties in the United States thus reducing the options for an additional domain extension.

### **Option 1 – Create Aliases**

This option would provide a secondary (alias) email for each person. The format could be firstname.lastname@co.brown.wi.us, although other alternatives exist. Putting this option in place is the quickest with the least amount of resources required. Even by creating an alias such as this, there still remains potential confusion for individuals with the same name. We would need to designate a 1, 2, etc. for duplicate names. (i.e. two John Smiths would create john.smith@co.brown.wi.us and john.smith1@co.brown.wi.us). The person emailing John Smith would still need to know which one to send.

There would be no purchase cost for this option. The resource cost associated would be the amount of time to dedicate an Information Services resource to create the alternate addresses. In addition, IS resources would be consumed, although minimal, to determine if the email address is used and/or to find the next number, as new users are added.

Purchase Cost for Option 1 = \$0

### **Option 2- Searchable Document**

This option would provide a searchable document listing, such as an excel spreadsheet or Adobe PDF document, for all Brown County employees. This information could include name, department, title, phone and email address. Caution would need to be taken based on the determination of each department approving their employees listing (i.e. Child Support, Human Services, etc.). It has been discussed that due to job duty reasons certain employee's information should not be listed. A generic listing would be substituted.

There is a current solution available from our website hosting firm that at least two departments are taking advantage. This is not the most ideal solution but will give insight on formatting and sample information that could be presented.

Planning Department:

<http://www.co.brown.wi.us/departments/?department=2317176c7f00>

Land & Water Conservation:

<http://www.co.brown.wi.us/departments/staff/?department=097c0e79486a&subdepartment=7c17181709a3>

There is no purchase cost for this option. The cost would be in the resource(s) needed to create the searchable document, editing needed to change/omit information not wanting to be published, and ongoing maintenance to keep it updated.

Purchase Cost for Option 2 = \$0

### **Option 3- Searchable Staff Directory Program**

This option would provide a solution that would allow someone to view the entire listing of employees, either in its entirety or by department, to find the information they are looking to get. Potential searchable information would be first name, last name, phone number, title, etc. This searching capability would include the ability for partial searches, thus if you want to find someone but are unsure of how to spell their name or know their title, a search could be conducted.

The purchase cost for Option 3 ranges based on the available software. In addition to the purchase cost, IS resource allocation would be required for setup, implementation, and ongoing maintenance. These resource costs are unknown at this time. Maintenance for the software would be at a minimum of 20% of the purchase price subject to annual increases.

Purchase Cost for Option 3 = \$0 - \$10,000

### **Option 4 - Do Nothing**

There is always an option to do nothing. In this scenario, we would be continuing on as has been done in the past.

### **Recommendation**

It is recommended Option 2 be chosen until further research could be completed to determine the full need to edit/remove information, based on department, to accommodate the need to delist certain information. Choosing Option 2 as a starting point will enable the ability to determine the amount of editing required to meet each departments listing needs. Once this is complete, a complete solution with costs could be brought forward.

**INTERCOUNTY CONSORTIUM AGREEMENT  
OF THE  
LAKE MICHIGAN AND NORTHEASTERN COUNTIES OF WISCONSIN  
Under the WORKFORCE INVESTMENT ACT (P. L. 105-220)  
[AS AMENDED July 2012]**

THIS AGREEMENT was made and entered into this First day of November, 1997, by and between the COUNTIES OF BROWN, DOOR, FLORENCE, KEWAUNEE, MANITOWOC, MARINETTE, MENOMINEE, OCONTO, SHAWANO, AND SHEBOYGAN, in the State of Wisconsin (hereinafter: the "Counties") hereby establishes the BAY AREA COUNTIES CONSORTIUM under the Wisconsin State Statutes Section 106.11 for the purposes of Section 116(a) (1) of Public Law 105-220, the Workforce Investment Act (hereinafter: the "Act").

THIS AGREEMENT is hereby renewed effective the First day of July, 2012 by and between the COUNTIES OF BROWN, DOOR, FLORENCE, KEWAUNEE, MANITOWOC, MARINETTE, MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, AND SHEBOYGAN, in the State of Wisconsin (hereinafter: the "Counties") hereby establishes the BAY AREA COUNTIES CONSORTIUM under the Wisconsin State Statutes Section 106.11 for the purposes of Section 116(a) (1) of Public Law 105-220, the Workforce Investment Act (hereinafter: the "Act").

**PREAMBLE**

WHEREAS, the Congress of the United States of America adopted Public Law 105-220, the Workforce Investment Act in 1998;

WHEREAS, the Counties recognize that employment and training service planning and delivery transcend governmental jurisdictional boundaries and correspond to regional labor market areas;

WHEREAS, the Counties, in accordance with the requirements of the State of Wisconsin, have acted to establish an 11 County Consortium for the purpose of mutual cooperation in the planning, administration, and provision of services under the Act and for related provision of employment and training services;

THEREFORE, the Consortium members do hereby adopt the following bylaws:

**ARTICLE I.  
CONSORTIUM ESTABLISHED**

The counties aforementioned, under Section 66.0301 of Wisconsin State Statutes, do hereby constitute themselves to be a Consortium, for the purpose of Section 116 (a) (1) (A) (ii) of the Workforce Investment Act, Public Law 105-220.

In establishing the Bay Area Counties Consortium, the individual members, and any combination of the membership thereof, reserve the right to petition the Governor to become a separate district or service delivery area without the approval of the other counties comprising the Bay Area Counties Consortium, as long as such petition is in compliance with the governing act.

## **ARTICLE II. GOVERNANCE**

### **A. BOARD OF COMMISSIONERS:**

The consortium shall be governed by an 11-member Board of Commissioners (hereinafter: the LEO Board”) which shall consist of the Chief Local Elected Officials of each member county, or the designee thereof, as provided hereinafter.

1. The County Executive shall be the Chief Local Elected Official (LEO) of any county having a County Executive. The County Board Chair shall serve as Chief Local Elected Official in counties without a County Executive.
2. The Chief LEO of a county may appoint a designee to serve on the LEO Board by filing written notice with the LEO Board Clerk.
3. The designee to the LEO Board shall be an elected or appointed official of the county represented, or a special representative of the Chief Local Elected Official, and shall serve a term concurrent with the term of the LEO making the appointment or until such time as a successor is appointed. Should the designee vacate his or her county office, that seat on the LEO Board shall be deemed vacant. In the event that nonelected officials are appointed to the LEO Board, the overall LEO Board membership must have a majority of members who are elected officials.
4. No alternative other than the designees appointed for the respective counties shall be permitted as members of the LEO Board.

### **B. OFFICERS**

1. The LEO Board shall annually, at the first meeting after the local elections in April, select from its membership a Chair and a Vice Chair to serve for a term of one year or until a successor is elected and qualified. Vacancies shall be filled by election for the remainder of the unexpired term. The Chair shall appoint a Board Clerk from the staff of the Administrative Entity or from one of the Consortium member counties. The Chair and Vice Chair must be elected officials of the counties they represent.
2. The Chair shall preside over the meetings of the LEO Board, appoint all committees created by the LEO Board and representatives to joint committees with the Workforce

Development Board or other local and state committees. In addition, the Chair shall be responsible for the management of the affairs of the LEO Board and serve as the Consortium Chief Local Elected Official (CLEO) under Section 117 (c) (1) of P. L. 105-220. The Chair shall sign all documents and contracts as authorized by the LEO Board. The LEO Board Chair must be an elected official of local government, not a designee who is an appointed official or special representative.

3. The Vice Chair shall perform the duties of the Chair in his or her absence or disability. The LEO Board Vice Chair must be an elected official of local government, not a designee who is an appointed official or special representative.
4. The appointed Board Clerk shall be responsible for the taking, recording, duplicating, distribution, and filing of all Agendas, Minutes, and other official documents of the LEO Board. The Board Clerk shall be responsible for keeping on file all official Consortium public records and correspondence of the LEO Board and its members, making these available upon request thereof.

C. COMMITTEES

1. The LEO Board may create *ad hoc* committees, designate their duties and membership, and authorize the LEO Board Chair to appoint members.
2. The LEO Board may create such joint committees with the Workforce Development Board as are needed to effectively administer the provision of P. L. 105-220.
3. All committees and committee appointees authorized hereunder shall report to and be accountable to the LEO Board.

D. POWERS OF THE LEO BOARD

The LEO Board shall exercise those powers granted to the Local Elected Officials in a consortium of local units of government under P. L. 105-220, including, but not limited to:

1. Request for designation as a Workforce Development Area by the Governor.
2. Appointment of the Workforce Development Board membership (hereinafter: the WDB), setting the initial number of WDB members under Section 117 (b) of the Act and any applicable agreements.
3. Enter into planning and operations procedural agreements with the WDB under Section 117 of the Act.
4. Determine with the WDB the procedures for the development of the Local Plan.

5. Selection of the Administrative Entity and Grant Recipient jointly with the WDB.
6. Approval of the Local Plan, jointly with the WDB, under Section 118 of the Act.
7. Submission of amendments to the Local Plan with the WDB as required.
8. Review and approval of the budget for the administration of programs consistent with the approved plan and make recommendations to the WDB.
9. Exercise such other powers and establish such policies under the Act as may be necessary and proper in order to carry out the foregoing powers.

E. LIABILITY

1. The Administrative Entity and Grant Recipient shall provide reasonable protection against potential liability claims that would be the responsibility of the Bay Area Counties Consortium. This will include, but not be limited to 1) directors and officers insurance and/or employee bonding, 2) appropriate internal controls over the use of grant funds, 3) contract language regarding disallowed costs due to contractor error, and 4) annual independent audits.
2. In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Section 667.705(c)): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds. For example, if WIA funds are misused only by the employee(s) or subcontractor(s) of one member of the Consortium, then only that county (or counties if several are involved) shall be held liable for the repayment of the misused funds. If more than one Consortium member is involved, then the respective counties will attempt to reach an agreement as to relative liabilities based upon the facts of the situation. If the counties are unable to reach agreement, then DWD shall make the determination as to respective liabilities.
3. Outagamie County recognizes and agrees to its sole financial responsibility for any obligations incurred under the provisions of the Workforce Investment Act while a member of the Fox Valley Counties Consortium, prior to joining the Bay Area Counties Consortium as of the date of this Agreement. Outagamie County agrees to hold harmless the other Bay Area counties in matters pertaining to activities of the Fox Valley Workforce Development Board.

**ARTICLE III.  
PROCEDURAL RULES**

- A. RULES OF ORDER: Roberts Rules of Order, Newly Revised, shall govern the proceedings of the LEO Board insofar as they do not conflict with applicable law, administrative rules, or these Bylaws.

- B. QUORUM: A quorum shall consist of a majority of the LEO Board members duly representing member counties.
- C. AGREEMENTS, PLANS, AND BUDGETS: All Agreements, Job Training Plans, and Budgets for the administration of programs under P. L. Law 105-220 requiring LEO Board approval, and any amendments thereto, shall be approved by a 2/3 vote of the members present at a meeting of the LEO Board prior to execution by the LEO Board Chair.
- D. MEETINGS: Regular meetings shall be established by the LEO Board at least twice annually, or may be called by the LEO Board Chair as deemed necessary. All meetings shall conform to the Wisconsin Open Meetings Law as found in Chapter 19 of the Wisconsin State Statutes as amended.
- E. WDB APPOINTMENTS:
1. All regular appointments to WDB positions shall be made by the Board after advertisement and solicitation for nominations in accord with the LEO Board approved Plan of Representation and P. L. 105-220. The initial membership of the PIC board consisted of 50% members from the four Lake Michigan Counties and 50% members from the six Northeastern Counties.
  2. All appointments to fill vacancies on the WDB shall be made by the LEO Board for the remainder of the unexpired term.
  3. Resumes solicited from persons interested in serving on the WDB shall be valid for consideration for a period of one year and discarded thereafter. If a WDB vacancy occurs within one year of solicitation for candidate resumes, the Board may select from the nominated candidates without further solicitation, providing the candidate(s) meet the requirement of the Plan of Representation and P. L. 105-220.
  4. All WDB appointments shall require the approval by the recorded vote of a majority of the LEO Board members present.
- F. PUBLIC RECORDS: All records of the LEO Board shall be kept at the Workforce Development Area office of the Administrative Entity in the custody of the Director. The LEO Board Chair shall see that these records are made available for public scrutiny as required by state and federal law.
- G. VOTING:
1. All LEO Board members shall vote on all questions unless excused by the LEO Board Chair for a conflict of interest. The conflicted member shall obtain consent to abstain prior to any recorded vote.

2. A recorded vote shall be taken by roll call at the request of any member upon any questions before the LEO Board.

#### **ARTICLE IV. AMENDMENTS TO BYLAWS**

- A. Amendments may be proposed to the LEO Board in writing by any member and upon introduction, shall be referred to a subsequent LEO Board meeting. Adoption shall require approval by the recorded vote of 2/3 of those present at a meeting of the LEO Board.
- B. Copies of all proposed amendments shall be furnished to each member at least ten days prior to consideration by the LEO Board.

#### **ARTICLE V. RATIFICATION**

These Bylaws shall be effective November 1, 1997, upon adoption by a recorded vote of 2/3 of those present at a meeting of the Bay Area LEO Board called for such purpose, and expired June 30, 2004, at which time the counties comprising the Consortium reviewed, amended and ratified a new Consortium Agreement. These Bylaws shall supersede and repeal previous Bylaws of the Northeastern Wisconsin Counties Consortium and the Intercounty Consortium Agreement of the Lake Michigan Service Delivery Area.

This Consortium Agreement shall be renewed and ratified when executed by the duly appointed chief elected officials of each county or their designees appointed to the Bay Area Local Elected Officials Board and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. The Agreement will expire on June 30, 2017, at which time the counties comprising the Consortium shall review, amend and ratify a new Consortium Agreement.

**RENEWAL OF BAY AREA COUNTIES CONSORTIUM AGREEMENT  
JULY 1, 2012**

**SIGNATURES OF THE COUNTY OFFICIALS**

\_\_\_\_\_  
Brown County                      Troy Streckenbach

\_\_\_\_\_  
Door County                      Dan Austad

\_\_\_\_\_  
Florence County                      Jeanette Bomberg

\_\_\_\_\_  
Kewaunee County                      Robert Weidner

\_\_\_\_\_  
Manitowoc County                      Bob Ziegelbauer

\_\_\_\_\_  
Marinette County                      Vilas Schroeder

\_\_\_\_\_  
Menominee County                      Elizabeth Moses

\_\_\_\_\_  
Oconto County                      Leland Rymer

\_\_\_\_\_  
Outagamie County                      Thomas Nelson

\_\_\_\_\_  
Shawano County                      Jerry Erdmann

\_\_\_\_\_  
Sheboygan County                      Roger TeStroete



## INTER-COUNTY CONSORTIUM AGREEMENT BETWEEN THE COUNTIES OF THE BAY WORKFORCE DEVELOPMENT AREA IN WISCONSIN

This Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin is made and entered into this 1<sup>st</sup> day of October, 2012 by and between the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan, as bodies corporate organized under the Laws of the State of Wisconsin.

### RECITALS

**WHEREAS**, the Congress of the United States adopted Public Law 105-220, the Workforce Investment Act ("WIA"), authorizing the expenditure of Federal funds to streamline services through Statewide Workforce Investment Systems, empower individuals through information and access to training resources, provide universal access to core services, increase accountability for results, ensure a strong role for local governmental boards and the private sector in the Workforce Investment System, facilitate State and local flexibility and improve youth programs; and

**WHEREAS**, under Section 116 of the WIA, the Wisconsin Governor ("Governor") has designated 11 Workforce Development Areas ("WDA") within the State to administer the provisions of the WIA; and

**WHEREAS**, the WDA, designated by the Governor, for the Counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan (collectively, "Counties;" individually, "County") is the Bay Workforce Development Area in Wisconsin ("Bay WDA"); and

**WHEREAS**, the WIA, as well as Wis. Stat. § 66.0301, provides counties within a WDA with authority to enter into consortium agreements so as to allow them to define their roles and duties in administering the applicable provisions of the WIA; and

**WHEREAS**, in accordance therewith, the Board of Supervisors for each County in the Bay WDA adopted Resolutions authorizing their respective Chief Local Elected Official ("LEO") to enter into this Inter-County Consortium Agreement Between the Counties of the Bay Workforce Development Area in Wisconsin ("LEO Agreement") for purposes of carrying out Section 117 of the WIA.

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Counties, through their respective LEOs, do hereby agree as follows:

### AGREEMENT

**SECTION I – Definitions.** For purposes of this LEO Agreement, the following definitions shall apply to the following terms/acronyms:

- A. "Bay Area Counties Consortium" – shall refer to the 11 Counties of the Bay WDA that, through their respective LEOs, have constituted themselves to be a consortium per Wis. Stat. § 66.0301.
- B. "Bay Workforce Development Area Workforce Development Board/Local Elected Officials Joint Agreement" ("Joint Agreement") – shall refer to that agreement entered into between the LEO

Board and the Bay Area Workforce Development Board, pursuant to Sections 117 and 121 of the WIA, for purposes of memorializing their respective partnership obligations thereunder.

- C. “Chief Local Elected Official” (“LEO”) – shall refer to the County Executive of the Counties that have an office of County Executive under Chapter 59 of the Wisconsin Statutes and shall refer to the Board Chair of the Counties that do not have an office of County Executive thereunder.
- D. “Consortium Chief Local Elected Official” – shall refer to that LEO selected by the LEO Board per its duly enacted “Local Elected Officials By-Laws of the Consortium” (“By-Laws”) to serve as the Chair of the LEO Board under the WIA. The LEO selected hereunder must be an elected official of a County, as opposed to a non-elected Designee.
- E. “Designee” – shall refer to that individual designated by his/her LEO under applicable By-Laws to serve, in place of said LEO, as one of the eleven (11) LEO Board members; provided, that he/she is either: (1) an elected official of his/her respective County; or (2) a special non-elected representative of said LEO.
- F. “LEO Board” – shall refer to the 11-member board of commissioners appointed to act as the Bay Area Counties Consortium’s governing unit and legal representative, the membership of which shall: (1) consist of each County’s LEO or Designee; and (2) shall be maintained in accordance with the governing By-Laws, as may be amended from time to time.
- G. “Local Plan” – shall refer to the 5-year comprehensive local plan developed by the Bay Area Workforce Development Board in partnership with the LEO Board in a manner consistent with the State plan, as well as Section 118 of the WIA.
- H. “Memorandum of Understanding” – shall refer to the agreement under Section 121 of the WIA, developed by the Bay Area Workforce Development Board and approved by the LEO Board, entered into between the Bay Area Workforce Development Board and respective One-Stop Partners in regards to the Bay WDA’s One-Stop Delivery System.
- I. “One-Stop Delivery System” – shall refer to the system that, at a minimum, makes accessible, through One-Stop Operators selected by the LEO Board and the Workforce Development Board, at not less than one physical center in each WDA, the services described within Section 134 of the WIA.
- J. “Workforce Development Board” – shall refer to the entity appointed by the LEO Board under Section 117 of the WIA to provide, in partnership with the LEO Board, policy and strategic guidance for, and exercise oversight with respect to, WIA programs, services and activities in the Bay WDA.
- K. “Workforce Investment System” – shall refer to the Statewide system developed, with WIA funds, to provide WIA programs, services and activities through a One-Stop Delivery System.

## **SECTION II – Establishment of the Consortium.**

- A. Pursuant to Wis. Stat. § 66.0301, the Counties of the Bay WDA – Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan – through their respective LEOs, do hereby constitute themselves to be the Bay Area Counties Consortium (“Consortium”) for purposes of Section 117 of the WIA.
- B. In establishing said Consortium, each County, or any combination thereof, reserves the right to petition the Governor to become a separate district or WDA without requiring the approval of the other Counties, so long as notice, in the manner set forth in the governing By-Laws is provided to each County in advance thereof and the petition related thereto complies with governing law.
- C. The Counties may terminate this LEO Agreement in the event that expected or actual funding from the State/Federal Governments or other sources is withdrawn or substantially reduced in such a fashion as to make the continued operation of the Bay WDA unfeasible, effective only upon advance notice of said termination with receipt acknowledged by each County and the Governor.
- D. The Consortium may be dissolved and this LEO Agreement rescinded; provided, that consent from all of the Counties’ Boards of Supervisors and the Governor is obtained in advance thereof.
- E. In the event that the WDB and the LEO Board fail to agree upon the development and/or submission of the Local Plan, created pursuant to the WIA, and/or the choice of a Grant Recipient or Sub-Grant Recipient, as more fully referred to herein, the Governor shall re-designate a local WDA under Section 116 of the WIA, thereby terminating this LEO Agreement.
- F. Any County that withdraws from the Consortium, whether through the aforementioned petition, termination or dissolution provisions, shall remain solely responsible for its proportionate share of any and all liabilities, as determined by the LEO Board, that in any way relate to any period prior to said County’s withdrawal.

## **SECTION III – Governance/Organization of the Consortium.**

- A. The Consortium shall exercise those powers granted to LEOs under the WIA through its governing unit and legal representative, the LEO Board – an 11-member board of commissioners whose membership must consist of each County’s LEO or Designee and shall be maintained consistent with the governing By-Laws and Joint Agreement, as may be amended from time to time.
- B. In accordance with its By-Laws, the LEO Board shall elect from its membership a Chair, a Vice-Chair and such other officers as may be provided for therein. Both the Chair and Vice-Chair must be elected officials of their respective Counties, as opposed to non-elected Designees, and any vacancies hereunder shall be filled by election, in accordance with the applicable By-Laws for the remainder of the unexpired term.
- C. Along with any additional duties proscribed within the By-Laws and unless stated otherwise therein, the Chair of the LEO Board shall serve as the Consortium Chief Local Elected Official (“CLEO”), his/her term of which shall be specified within the By-Laws, for purposes of Section 117 of the WIA; shall execute all documents and contracts as authorized by the LEO Board; shall

appoint a staff person of one of the Counties or the Administrative Entity, if the latter exists, to serve as the Board Clerk; and shall have the authority to speak on behalf of the Consortium in all matters relating to the WIA.

- D. Along with any other appointments set forth in the By-Laws or Joint Agreement and so long as consistent therewith, the LEO Board, subject to Governor certification under Section 117 of the WIA, shall appoint a Workforce Development Board (“WDB”) to set policy for the Workforce Investment System in the Bay WDA, the minimal composition of which must include:
1. Representatives of business in the Bay WDA who: (a) are owners of businesses, chief executives or operating officers of businesses, and other business executives/employers with optimum policymaking or hiring authority; (b) represent businesses with employment opportunities reflective of employment opportunities in the Bay WDA; and (c) are appointed from the nominees of local business organizations and business trade associations. A majority of the WDB, as well as the Chair of the WDB, must come from this Paragraph 1 of Section III(D) of this LEO Agreement;
  2. Representatives of local educational entities, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, if in existence), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;
  3. Representatives of labor organizations (for a WDA in which employees are represented by labor organizations), nominated by local labor federations, or (for a WDA in which no employees are represented by such organizations), other representatives of employees;
  4. Representatives of community-based organizations, including organizations representing the disabled and veterans, if such organizations exist;
  5. Representatives of economic development agencies, including private sector economic development entities; and
  6. Representatives of each of the One-Stop Operators.

If, after a reasonable effort, the LEO Board is unable to agree on the above appointments, the Governor may appoint the WDB members from individuals so nominated or recommended. The WDB duly appointed by the LEO Board, pursuant to Section 117 of the WIA, shall be known as the Bay Area Workforce Development Board (“BAWDB”).

- E. Unless specifically designated otherwise in the By-Laws or Joint Agreement and so long as said consistent therewith the LEO Board shall serve as the Local Grant Recipient (“Grant Recipient”) for WIA grant funds allocated to the Bay WDA, and shall be liable, in the manner more fully set forth herein, for any misuse thereof. The LEO Board shall retain said liability regardless of whether it amends the By-Laws or Joint Agreement for purposes of designating another entity to be the Grant Recipient. Additionally, the LEO Board shall designate an entity to serve as the Local Grant Sub-Recipient (“Sub-Recipient”) for WIA grant funds allocated to the Bay WDA. Unless and until such time that the By-Laws/Joint Agreement are amended to designate another entity and, so long as consistent therewith, the Sub-Recipient for the Bay WDA shall be the

BAWDB. This Sub-Recipient designation, as well as any subsequent designation hereunder, shall not relieve the LEO Board of the liability for any misused WIA grant funds.

- F. There shall be established, as a subgroup of the BAWDB, a Youth Council whose membership shall be appointed, in cooperation with the LEO Board, by the BAWDB and shall include, at a minimum, the following:
1. Members of the BAWDB that specifically fall within one of the six (6) categories under Section III(D) of this LEO Agreement or members of the BAWDB that the LEO Board, using its discretion, appointed thereto; provided, that said members have a special interest or expertise in youth policy;
  2. Representatives of youth service agencies, including juvenile justice and local law enforcement agencies;
  3. Representatives of local public housing authorities;
  4. Parents of eligible youth seeking assistance through the Youth Council;
  5. Individuals, including former participants, and representatives of organizations, that have experience relating to youth activities; and
  6. Representatives of the Job Corps, as appropriate.
- G. To receive funding under Section 132 of the WIA, a One-Stop Delivery System ("OSDS") shall be established, through BAWDB designation provided that it is consistent with Sections 121 & 117 of the WIA and approved by the LEO Board, of a One-Stop Operator, that, at a minimum and in a manner consistent with Section 134 of the WIA, shall make the following programs, services and activities accessible at not less than one physical center within the Bay WDA:
1. The core services described within Subsection (d)(2) of Section 134 of the WIA;
  2. The intensive services and training services described within Subsection (d)(3) & (4) of Section 134 of the WIA, including serving as the point of access to individual training accounts for training services to participants consistent with Subsection (d)(4)(G) of Section 134 of the WIA;
  3. If provided through funding under Section 133 of the WIA, the permissible local employment and training activities described within Subsection (e) of Section 134 of the WIA;
  4. The programs and activities to be carried out by one-stop partners in accordance with Section 121 of the WIA and more specifically described therein under Subsection (b)(1)(B) thereof; and
  5. The information described in Section 15 of the Wagner-Peyser Act and all job search, placement, recruitment, and other labor exchange services authorized thereunder.

**SECTION IV – Administration of the Consortium.** As the Consortium's governing unit, the LEO Board shall exercise ongoing oversight of BAWDB activities; maintain an ongoing relationship with the

BAWDB; and work in tandem with the BAWDB for purposes of carrying out WIA programs, services and activities. However, unless provided otherwise by the WIA or herein, the details of how the LEO Board and the BAWDB will work together to accomplish the same, shall be negotiated and contained in an agreement consistent with Sections 117 & 136 of the WIA. The aforementioned agreement entered into in a manner consistent herewith is the Bay Workforce Development Area Workforce Development Board/Local Elected Officials Joint Agreement (“Joint Agreement”), as may be amended from time to time. Notwithstanding, the LEO Board either exclusively or in cooperation with the BAWDB must comply with the following WIA mandates:

- A. The LEO Board shall consult with the Governor on the designation or re-designation of a WDA in the manner provided for under Section 116 of the WIA;
- B. In partnership with the BAWDB, the LEO Board shall develop, approve, and submit to the Governor a Local Plan, including any revisions thereto, that is consistent with the corresponding State Plan, as well as Section 118 of the WIA, including, at a minimum, the following therein:
  - 1. An identification of: (a) the workforce investment needs of businesses, job seekers, and workers in the Bay WDA; (b) the current and projected employment opportunities in the Bay WDA; and (c) the job skills necessary to obtain such employment opportunities;
  - 2. A description of the OSDS to be established or designated in the Bay WDA, including: (a) a description of how the BAWDB will ensure the continuous improvement of eligible One-Stop providers of services through the OSDS and ensure that said providers meet the employment needs of local employers and participants; and (b) a copy of each Memorandum of Understanding (“MOU”) concerning the operation of the OSDS in the Bay WDA;
  - 3. A description of the local levels of performance negotiated with the Governor and LEO Board under Section 136 of the WIA;
  - 4. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the Bay WDA;
  - 5. If applicable, a description of how the BAWDB will coordinate workforce investment activities carried out in the Bay WDA with Statewide rapid response activities;
  - 6. A description and assessment of the type and availability of youth activities in the Bay WDA, including an identification of successful providers of said activities;
  - 7. A description of the process used by the BAWDB, consistent with Subsection (c) of Section 118 of the WIA, to provide an opportunity for public comment, including comment by representatives of businesses and comment by representatives of labor organizations, and input into the development of the Local Plan, prior to submission;
  - 8. An identification of the entity responsible for the disbursement of WIA grant funds;
  - 9. A description of the competitive process to be used to award the grants and contracts in the Bay WDA for activities carried out under the Workforce Investment System; and
  - 10. Such other information as deemed necessary by the Governor.

The Local Plan developed, approved and submitted to the Governor for approval under Section 118 of the WIA, the approval of which was duly obtained thereunder, is the Bay Area Workforce Development Board WIA Local Plan 2011 ("Local Plan").

- C. The LEO Board shall review and approve the budget developed by the BAWDB for the purpose of carrying out its duties as a WDB in accordance with Section 117 of the WIA ("Budget").
- D. In cooperation with the BAWDB, the LEO Board, as Grant Recipient shall disburse funds, pursuant to Section 117 of the WIA, for workforce investment activities at the direction of the BAWDB; provided, that said direction does not violate any provision of the WIA.
- E. Consistent with Subsection (d) of Section 121 of the WIA, the LEO Board shall approve the BAWDB's designation or certification of One-Stop Operators that, at a minimum, were designated/certified: (a) through a competitive process; or (b) in accordance with the duly enacted By-Laws and/or Joint Agreement, as may be amended from time to time, so long as said documents, including any other documents duly enacted hereunder, provides for the inclusion of at least three (3) of the One-Stop Partners described within Subsection (b)(1) of Section 121 of the WIA. In addition, the LEO Board shall approve any request by the BAWDB to terminate the eligibility of a One-Stop Operator for cause. Absent a waiver by the Governor, the BAWDB, as well as any of its staff members employed under Section 117 of the Act, shall not serve as the One-Stop Operator for the Bay WDA.
- G. Consistent with Subsection (c) of Section 121 of the WIA, the LEO Board shall review and approve any Memorandum of Understanding ("MOU") entered into between the BAWDB and the One Stop Partners concerning the operation of the OSDS within the Bay WDA, the MOU of which, at a minimum, consist of the following provisions:
  - 1. The services to be provided through the OSDS;
  - 2. How the costs of such services and operating costs of the OSDS will be funded;
  - 3. The methods for referral of individuals between the One-Stop Operator and the One-Stop Partners, for the appropriate services and activities; and
  - 4. The duration of the MOU and the procedures for amending the same during the term thereof.
- H. The LEO Board shall work with the BAWDB to conduct the oversight mandated by Subsection (d)(4) of Section 117 of the WIA with respect to local programs of youth activities authorized under Section 129 of the WIA, local employment and training activities authorized under Section 134 of the WIA, and the OSDS within the Bay WDA, consistent with the WIA, as well as the By-Laws and Joint Agreement entered into thereunder.

## **SECTION V - Fiscal Management; Liability; Misuse of Grant Funds.**

- A. Fiscal Management. Unless designated otherwise in the By-Laws, Joint Agreement or herein, and so long as said designation is consistent with the WIA, the LEO Board shall serve as Grant Recipient of, and be liable for any misuse of, grant funds allocated to the Bay WDA under Section 128 and 133 of the WIA. Notwithstanding a subsequent designation in accordance herewith, the LEO Board shall remain liable for any misuse of WIA funds granted hereunder. In addition and notwithstanding its designation of the BAWDB as the Sub-Recipient of said funds, the LEO Board shall remain liable for any misuse thereof. To prevent misuse hereunder: (1) the LEO Board shall continuously monitor, and shall require the BAWDB to continuously monitor, WIA grant-supported activities in accordance with the uniform administrative requirements of 29 CFR parts 95 & 97, as applicable and as amended from time to time, including the appropriate circulars of the Office of Management and Budget referenced within Section 184 of the WIA; and (2) shall require the BAWDB, as Sub-Recipient, to establish financial controls and procedures, satisfactory to the LEO Board, that accords with Generally Accepted Accounting Principles (GAAP), as well as any other federal and state laws, regulations, guidelines and/or procedures applicable to WIA grant funding. At a minimum, the LEO Board shall require the following fiscal controls over the BAWDB and/or Sub-Recipient:
1. That it undergo at least one annual review of the adequacy of said financial controls and procedures, which, if deemed necessary by the LEO Board, may include retaining the assistance of an independent accounting/consulting firm;
  2. That it undergo an annual independent audit, providing the LEO Board with a copy thereof, as well as such additional audits and/or financial reviews as the LEO Board, in its sole discretion, deems necessary;
  3. That it maintain itemized and detailed records covering all expenditures under the Budget, providing the LEO Board with quarterly reports thereof, the duration of which may be increased or decreased by the LEO Board in its sole discretion, as well as any other reports deemed necessary by the LEO Board.;
  4. That it insert language regarding disallowed costs due to contractor error into all OSDS related MOUs and agreements, as well as any other applicable contracts entered into under the WIA; and
  5. That, regardless of whether it remains the Sub-Recipient, the BAWDB, establish and maintain by-laws consistent with the WIA, as well as the By-Laws and Joint Agreement, to ensure the efficient administration and management of its workforce investment programs, services and activities that, at a minimum, indicate how the BAWDB will:
    - (a) identify, consistent with Section 123 of the WIA, eligible providers of youth activities in the Bay WDA by awarding grants or contracts on a competitive basis, based on the recommendations of the Youth Council;
    - (b) identify, consistent with Section 122 of the WIA, eligible providers of training services under Section 134 of the WIA within the Bay WDA;

- (c) if applicable, identify eligible providers of intensive services under Section 134 of the WIA within the Bay WDA by awarding contracts;
- (d) assist the Governor in developing the Statewide employment statistics system referenced within the WIA;
- (e) coordinate the workforce investment activities authorized under the WIA and carried out in the Bay WDA with economic strategies, and develop other employer linkages with such activities;
- (f) promote the participation of private sector employers in the State's Workforce Investment System and ensure the effective provision, through said system, of connecting, brokering, and coaching activities, through intermediaries such as the One-Stop Operator in the Bay WDA or through other organizations, to assist such employers in meeting hiring needs;
- (g) make available to the public, in a manner consistent with relevant Open Records Laws, on a regular basis through open meetings, information regarding its activities, including information regarding the Local Plan prior to its original or revised submission, and regarding membership, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of its formal meetings;
- (h) not, absent receipt of a Governor waiver, itself, provide the training services described within Section 134 of the WIA;
- (i) not allow its members to vote on a matter under BAWDB consideration that: (i) relates to the provision of services by said members or an entity represented by said members; (ii) would provide direct financial benefit to said members or their immediate family; or (iii) would be deemed a conflict of interest of said members under the State plan;
- (j) solicit and accept grants and donations from sources other than Federal funding that is made available under the WIA; and
- (j) employ the staff - deemed necessary to administer and disburse funds for the applicable WIA programs, services and activities – and handle issues relating to Grievances, Nepotism, Maintenance of Effort, and additional Conflicts of Interest/Ethical Obligations not already addressed herein.

In the event that the BAWDB's current By-Laws entitled Bylaws of the Bay Area Workforce Development Board ("by-laws") or any duly enacted amendments thereto conflict with the By-Laws or Joint Agreement, the By-Laws and Joint Agreement shall prevail so long as consistent with the WIA.

- B. Liability Management. To further manage the LEO Board's exposure in the event of misused WIA grant funds allocated to the Bay WDA, said the LEO Board shall adhere, and, where applicable, shall require the BAWDB and/or any of its providers to adhere, to the following guidelines:

1. That the WIA programs, services and activities in the Bay WDA be administered prudently to minimize liability, including, but not limited to, the requirement that all contractors who provide services purchased with WIA grant funds be required to maintain general liability, workers compensation, and automobile (if automobiles are used in providing services) insurance policies in an amount of at least \$1,000,000. Said contractors may also be required to provide fidelity insurance and/or bonding in such amounts deemed necessary by the LEO Board to protect the LEO Board, the Consortium and the Counties. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;
2. That the Sub-Recipient be required to maintain errors and omissions insurance, fidelity insurance/bonding, general liability insurance, workers compensation insurance and automobile insurance to the extent deemed necessary by the LEO Board and in amounts to be determined by the LEO Board. Such insurance shall name the LEO Board, the Consortium and each County as additional insureds;
3. That the BAWDB and/or the Sub-Recipient be required to indemnify, defend and hold harmless the LEO Board, the Consortium and each County, as well as their agents, officers, elected officials, representatives, employees, successors and assigns, from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, by reason of any alleged or actual liability for injury or damages caused by, relating to or arising in any way, in whole or in part, from: (1) the wrongful, intentional, or negligent acts or omissions of the BAWDB, the Sub-Recipient and/or their employees, agents, representatives and subcontractors; or (2) the breach by the BAWDB, the Sub-Recipient and/or their agents, officers, elected officials, representatives, employees, successors and assigns, of this LEO Agreement, the By-Laws and/or Joint Agreement, as well as any other agreements/governing procedures enacted in accordance with the WIA and as amended from time to time;
4. That the LEO Board may further direct the purchase of additional fidelity/bonding, errors and omissions insurance and other insurance to cover the individual LEO Board members, the Consortium and each County to the extent deemed necessary by the LEO Board; and
5. That, to the extent permitted by law, BAWDB corporate funds and assets shall be used first to pay any uncovered loss resulting from the activities of the Consortium, the LEO Board, the BAWDB and/or the Sub-Recipient.

C. Misuse of Grant Funds. In the case of any misuse of grant funds allocated under the WIA to the Bay WDA, liability shall be assigned as follows:

1. The Fox Valley Workforce Development Area. Outagamie County understands and agrees that it may be liable for certain obligations of the Fox Valley Workforce Development Consortium (Fox Valley Consortium) that arose prior to Outagamie County joining the Consortium. Outagamie County understands and agrees that the LEO Board, the Consortium and the Counties are not and should not be held responsible for any obligations of Outagamie County arising out of the Fox Valley Consortium. To this end, Outagamie County agrees to indemnify, defend and hold harmless the LEO Board, the Consortium and the Counties from and against any claim, demand, suit, payment,

damages, loss, cost and expense, including actual attorney's fees, that the LEO Board, the Consortium and the Counties may suffer, incur, be put to, pay or lay out as a result of, or in any way relating to: (1) Outagamie County's participation in the Fox Valley Consortium; (2) the acts or omissions of Outagamie County, its employees, agents and representatives while in the Fox Valley Consortium; or (3) any and all claims, liabilities or obligations of Outagamie County arising out of, or relating to, the Fox Valley Consortium.

2. Misuse of Consortium Funds. The Consortium understands that the Counties are liable for any misuse of WIA grant funds allocated to the Bay WDA in accordance with the requirements of 20 C.F.R. Part 667.705. In the event of misuse of said funds and after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Board, unless, based upon the particular facts of the situation, the responsibilities of each County, its employees, agents, officers and/or representatives for the particular funds at issue can be apportioned in a more equitable manner, shall be apportioned among the Counties in proportion to their respective populations in accordance with the results of the decennial census. For example, if \$10,000 in liability remained and a given County has 10% of the total population of the Counties based on the decennial census, that County would be liable for \$1000. In the event that the LEO Board is unable to make said determination, the Department of Workforce Development shall determine the Counties' respective liabilities.

#### **SECTION VI – Additional Provisions.**

- A. Term. This LEO Agreement shall be reviewed annually and renewed every five (5) years unless the Counties choose to terminate pursuant to Section I herein, or in the event of termination of Public Law 105- 220, the Workforce Investment Act of 1998.

In the event that this LEO Agreement is terminated or not renewed, the Counties agree to cooperate in transitioning programs and services consistent with the WIA, as well as the By-Laws, Joint Agreement, this LEO Agreement and/or any other agreements/ governing procedures duly enacted under the WIA (collectively "Governing Law"). If and when it is determined that this LEO Agreement shall be terminated, the LEO Board shall take possession of all documents associated with the WIA so long as consistent with the Governing Law.

- B. Acquisition and Disposal of Property. The Sub-Recipient shall acquire, hold and dispose of real or personal property in the manner provided for under Sections 59.06, 66.28 and 75.35 of the Wisconsin Statutes, as well as Governing Law.
- C. Open Records/Open Meetings. Both the LEO Board and the BAWDB shall conduct business openly and in accordance with Wisconsin's Open Records provisions set forth in Chapter 19 of the Wisconsin Statutes, including but not limited to the following:
  1. That all actions taken by the LEO Board or the BAWDB during the above-referenced meetings be authorized by a majority of the members present and in a manner consistent with their By-Laws/by-laws, respectively;
  2. That duly noticed closed sessions of the LEO Board or the BAWDB shall not allow for LEO Board members to be excluded from BAWDB closed session meetings, nor shall it allow for BAWDB members to be excluded from LEO Board closed session meetings,

when the issue under discussion in said closed session relates to WIA programs, services and activities, or the Local Plan, Budget and staff members employed in accordance with the WIA;

3. That all meetings be publically noticed and duly recorded pursuant to Wisconsin's Open Records provisions;
  4. That all records created or collected, including but not limited to all meeting agendas, meeting minutes, contracts, fiscal documentation and/or management documentation be maintained in accordance with Wisconsin's Open Records provisions; and
  5. That the record custodian referenced within Wisconsin's Open Records provisions be designated within the By-Laws/by-laws and posted for the public in accordance therewith.
- D. Applicable Law. This LEO Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin. And, Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with the WIA or the Governing Laws.
- E. Amendments to the By-Laws. The LEO Board may adopt operational and procedural bylaws consistent with the WIA, State/Local Plans, and Joint Agreement. Any amendments to the current By-Laws may be adopted by the affirmative vote of 2/3 of the entire membership of the LEO Board at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member fifteen (15) days prior to consideration.
- F. Impact of Legislative Changes. Any terms or conditions rendered inapplicable by a change in State, Federal or local laws shall not affect the validity of those portions of this LEO Agreement not impacted by the same. It is further understood by the Counties that certain terminology in this LEO Agreement may change as Federal and State laws governing this LEO Agreement dictate.
- G. Conduct of the LEO Board/BAWDB. Members of the LEO Board and the BAWDB shall conduct themselves in accordance with the ethical and/or legal standards governing persons holding public office, including, at a minimum:
1. That all members, as well as staff, of the LEO Board and the BAWDB comply with any and all applicable Federal or State Laws, including Wis. Stats., Chapter 946, governing the conduct of public officials;
  2. That all members, as well as staff, of the LEO Board and the BAWDB be prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for their personal gain, or the personal gain of those for which they have a familial, business or other improper tie to. Said members shall avoid actual or perceived organizational and personal conflicts and shall disclose all actual or apparent conflicts consistent with Governing Law;
  3. That no member of the LEO Board or the BAWDB shall cast a vote on any provision of services by said member or any organization which said member directly represents, as well as any matter that would provide a direct financial benefit to said member or said member's family;

4. That, annually, each member of the LEO Board and the BAWDB shall complete, sign and submit a Conflict of Interest Disclosure Statement, in a format prescribed by the WIA;
  5. That LEO Board and the BAWDB shall not discriminate against any person contrary to Section 188 of the WIA, as well as Federal, State and local laws.
- H. This LEO Agreement shall be effective when executed by the authorized official of each County of the Consortium thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. This LEO Agreement may only be revised, modified or amended in writing and upon a majority vote of the LEO Board consistent with the governing By-Laws.

**INWITNESS WHEREOF**, the Parties hereto have caused this LEO Agreement to be executed by the County Executive of the Counties with an Office of the County Executive and by the Chairperson of the County Board of Supervisors of the Counties without an Office of County Executive.

#### **SIGNATURES OF THE COUNTY OFFICIALS**

\_\_\_\_\_  
Brown County                      Troy Streckenbach

\_\_\_\_\_  
Door County                      Dan Austad

\_\_\_\_\_  
Florence County                      Jeanette Bomberg

\_\_\_\_\_  
Kewaunee County                      Robert Weidner

\_\_\_\_\_  
Manitowoc County                      Bob Ziegelbauer

\_\_\_\_\_  
Marinette County                      Vilas Schroeder

\_\_\_\_\_  
Menominee County                      Elizabeth Moses

\_\_\_\_\_  
Oconto County                      Leland Rymer

\_\_\_\_\_  
Outagamie County                      Thomas Nelson

\_\_\_\_\_  
Shawano County                      Jerry Erdmann

\_\_\_\_\_  
Sheboygan County                      Roger TeStroete